SERVICES AGREEMENT
BETWEEN
(Area Authority)
AND
_____

THIS AGREEMENT, made and entered into on this ____ day of_____, 20001 by and between the_____, organized and operating under N.C. Gen. Stat. §§122-C-101, et seq. (the "Area Program"), and _____, organized and operating under the laws of the State of North Carolina (the "Contractor").

W I T N E S S E T H:

WHEREAS, the Area Program is an Area Mental Health, Developmental Disability and Substance Abuse Authority established pursuant to N.C. Gen. Stat. §122C-115.

WHEREAS, the North Carolina Department of Health and Human Services, Division of Medical Assistance has created a rule for continued acute inpatient stay in a psychiatric facility. (10 NCAC 26B.0113) This rule establishes conditions under which Medicaid child recipients are eligible for continued stay in a psychiatric hospital for acute, inpatient care.

Under this rule, the hospital and Area MH/DD/SAS Program have joint responsibility to begin general discharge planning at the time of admission. The area program will have final decision on the content of the discharge plan. Condition #5 of the rule applies to those cases in which an Area Program has found that appropriate discharge services are not available when a patient under the age of 18 is no longer determined by the utilization review as acute; provisions have been made to enable Transition Services reimbursement for continued non-acute hospital-based services. The Area Program, subject to final approval from the DMH/DD/SAS, has authority to authorize the use of Transition Services reimbursement to the hospital for continued stay services rendered.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I

DEFINITIONS

1.1. "Covered Service" means Medically Necessary services and supplies set forth in Appendix B attached hereto, which the Contractor will provide to Enrollees in accordance with this Agreement and its appendices. Services not determined to be Medically Necessary shall not be deemed to be a Covered Service.

1.2. "Enrollee" means a person under the age of eighteen (18), whose eligibility for Medicaid services has been established within the Area Program's service area, and who is in one of the following aid categories: Medicaid to Families with Dependent Children (M-AF), Medicaid to Infants and Children (M-IC), Aid to Families with Dependent Children (A-AF), Title IV-E Adoption Subsidy/Foster Care (H-SF), Medicaid to the Disabled (MAD), Medicaid to the Blind (MAB), and Medicaid to Pregnant Women (MPW) or any Medicaid-approved successor category and who are not receiving services in State psychiatric hospitals or by Carolina Alternatives Area Programs.

1.3. "Medically Necessary" for the purpose of payment means services and supplies that are (1) provided for the diagnosis, amelioration, intervention, rehabilitation, or care and treatment of a mental health or substance abuse condition, (2) necessary for and appropriate to the conditions, symptoms, intervention, diagnosis, or treatment of a mental health or substance abuse condition, (3) within generally accepted standards of medical practice, (4) not primarily for the convenience of the enrollee or the enrollee's family

or the enrollee's provider, and (5) performed in the least costly setting and manner appropriate to treat the enrollee's mental health or substance abuse condition.

1.4. "Primary Diagnosis" means the most important or significant condition of an Enrollee at any time during the course of treatment in terms of its implications for the Enrollee's health, medical care and use of facility resources.

ARTICLE II

RELATIONSHIP OF PARTIES

2.1. Basic Relationship. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Contractor and the Area Program, their employees, partners, or agents, but rather is an agreement by and among independent contractors; provided this shall not be construed to preclude the Contractor from utilizing service contracts for provision of professional services in place of employment contracts. Further, the Contractor shall not be considered an employee or agent of the Area Program for any purpose including but not limited to, compensation for services, employee welfare and pension benefits, worker's compensation insurance, or any other fringe benefits of employment.

2.2. Assignment. The Contractor shall not have the right to assign its duties and responsibilities under this Agreement. An attempt by the Contractor to assign shall be a material breach of this agreement.

2.3. The hospital agrees that the Area Program may in its discretion delegate to the North Carolina Community Programs Administrative Services, by a special power of attorney or otherwise in accordance with the law, the Area Program's signature, execution, and delivery of this Agreement.

2.4 Non-Exclusive Arrangement. The Area Program has the right to enter into a similar agreement with any other qualifying organization. The Contractor shall have the right to enter into other agreements with any other Area Program or third party payors to provide mental health or substance abuse services.

ARTICLE III

RIGHTS AND OBLIGATIONS OF THE AREA PROGRAM

3.1. Verification of Eligibility. The Area Program or its designee shall verify current Medicaid eligibility for services of any prospective services recipient.

3.2. Procedures for Authorization. At the time of the client's admission to the hospital, the Area Program shall engage in discharge planning collaboratively with the hospital. If and when it is determined that appropriate services are not available for the patient's return to the community prior to the time of discharge, the Area Program will notify the hospital that Transition Services are authorized for a specific period of time. The reauthorization process shall occur in the same manner.

3.3. Hospital provider standards. Psychiatric hospitals that are approved and enrolled as Medicaid providers meet well-defined standards for licensure, accreditation and privileging. These standards are deemed to meet or exceed applicable residential treatment center standards. Hospitals meeting these standards are eligible for the extension of the inpatient stay to be reimbursed as Transition Services. Any relevant inpatient standards will be applied to the documentation of these services.

3.4. Determination Standards. Determination through utilization review of the need for extended stay in an inpatient setting is undertaken in the event that the patient is found to no longer require acute

treatment, and it is established that no appropriate community services are available at the time of discharge.

1. Step One. The Area Program makes a formal determination that appropriate community services will not be available at the anticipated time of hospital discharge and the absence of such service will leave a gap in the community support system that is directly needed to maintain age appropriate roles in school/vocational, family/residential, or other crucial community settings or to continue productive involvement in community-based services.

2. Step Two. An authorized request will be forwarded by the Area Program to the hospital to provide an extended stay at the Transition Services reimbursement level or for whatever service replaces the Transition Services.

3. Step Three. If hospital agrees to provide this service, the Area Program informs the DMN/DD/SAS and requests final approval to authorize the continued stay at the Transition Services reimbursement level.

4. Step Four. The DMH/DD/SAS grants final approval to the Area Program to authorize the continued stay for a specified, limited period of time or denies the authorization.

5. Step Five. If approval is granted in Step 4, the Area Program will authorize the continued stay at the Transition Services reimbursement level and simultaneously notify the billing agent if different than the Area Program of the authorization.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF CONTRACTOR

4.1. Good Standing with DMA. The Contractor hereby certifies that it is currently a provider in good standing with the Division of Medical Assistance and as a condition of this Agreement shall remain in good standing for the duration of the Agreement**.** A provider who has been terminated for cause or placed in suspension status by the Medicaid program may not be a subcontractor, and such finding shall cause immediate termination of this agreement.

4.2. Maintenance of Licensure, Etc. The Contractor and all individuals providing services on its behalf under this Agreement shall at all times maintain required licenses, accreditations, certificates and necessary qualifications for itself and the individuals providing the services as may be required by State and Federal statutes and regulations as are necessary to be enrolled Medicaid providers of inpatient psychiatric services. The Contractor and all individuals providing services on its behalf under this Agreement shall continuously during the term of this Agreement meet all enrollment standards established by the DMA and agrees to notify the Area Program immediately of any change in the status of such licenses, accreditations, certifications and qualifications. If the Contractor for any reason fails to maintain license, certifications or qualifications, and fails to present the Area Program with an acceptable plan for compliance within ten (10) working days of the Area Program's request, then the Area Program may immediately terminate this Agreement upon five (5) working days prior written notice. The Contractor agrees to comply with all Federal and State Medicaid requirements including but not limited to those as set forth in Appendix A, which is attached hereto and incorporated by reference.

4.3. Liability Insurance. The Contractor shall continuously maintain liability insurance coverage for personal injury, property damage and professional malpractice in an amount not less than 1 million per occurrence and proof of coverage at or exceeding 3 million in the annual aggregate by an insurance carrier that is licensed and authorized to do business in North Carolina by the North Carolina Department

of Insurance.

4.4. Certificate of Coverage. The Contractor agrees to provide the Area Program with Certificates of Insurance Coverage consistent with this Agreement within thirty (30) days following the effective date of this Agreement and on an annual basis within ten (10) days of the anniversary date of this Agreement. Effective dates of insurance coverage must be consistent with effective dates of the agreement. The Contractor agrees to notify the Area Program of any cancellation, material change, or change in insurance provider during the period of this Agreement within ten (10) days of any cancellation or material change. If the Contractor changes insurance providers during the performance period of this Agreement, the Contractor shall provide evidence to the Area Program that the Area Program will be indemnified to the limits specified above for the entire performance period of this Agreement, either under the new policy or a combination of old and new policies.

4.5. Tail Coverage. Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail coverage) for a period of not less than three (3) years after the end of the contract term, or an agreement to continue liability coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.

4.6. Worker's Compensation Insurance. The Contractor represents and warrants that it has procured and will maintain worker's compensation insurance to the extent required by law.

4.7. Confidentiality. The Contractor shall ensure that all individuals providing services hereunder will maintain the confidentiality of any and all Enrollees and other information received in the course of providing services hereunder and will not discuss, transmit, or narrate in any form any Enrollee information of a personal nature, medical or otherwise, except as a necessary part of an Enrollee's treatment plan or except as authorized in writing by the Enrollee or his legally responsible person. The Contractor shall, in addition, meet all confidentiality guidelines promulgated by any applicable governmental authority.

4.8. Submission of Invoices. The Contractor shall submit an invoice to the Area Program no less than monthly and no more than semi-monthly. Invoices must be submitted within forty-five (45) days of the close of the month and include all required documentation to support the invoice . The Area Program has the right to deny all claims not thus submitted.

4.9. Utilization Management. The Contractor agrees to participate in and comply with the Area Program Utilization Management process, which may include requirements for pre-authorization, concurrent review and case management, and with post-utilization audit or services provided for Enrollees served by the Area Program. The Contractor agrees to provide the Area Program with the necessary information to complete the monitoring and evaluation of services necessary for the Area Program to meet state and federal requirements.

4.10. Quality Assurance. The Contractor agrees to participate in and comply with the Quality Assurance and Quality Improvement Plans established by the Area Program. Such Plans may include but shall not be limited to requirement of appropriate discharge and aftercare planning, participation of families and community agencies involved in the continuing care of the Enrollee, and the utilization of outcome and performance measures and service indicators. Documentation standards, privileging, licensure, and accreditation are excluded from these provisions since the Contractor is licensed by the Joint Commission on the Accreditation of Healthcare Organizations.

4.11. Procedures for Authorization. Immediately upon patient admission, the Contractor shall contact the Area Program to initiate discharge service planning. The Contractor shall immediately inform the Area Program of any concerns about the Area Program's capacity to provide appropriate community-based services to a patient upon the identified discharge date. The Area Program, the Contractor, and the DMH/DD/SAS shall work collaboratively as needed in planning for and supporting the implementation of an appropriate discharge plan for each patient whose care is relevant to the purpose of this agreement.

The Contractor shall, within 24 hours of admission, provide a projected date of discharge to the Area Program and immediately inform the Area Program of any changes in the projected discharge date, as they become determined. The Contractor shall, upon authorization notice from the Area Program, provide Transition Services as an alternative to discharge to patients who are determined by utilization review to no longer need acute treatment. These services will be based upon the revised client specific treatment plan for hospital-based Transition Services and not for acute hospital services. The Contractor shall provide designated billing documentation to the Area Program or designee in order to receive service reimbursement. Each participating hospital shall agree to assume audit liability for service provision and documentation under the terms of its pre-existing provider agreement with DMA.

4.11.2. The Contractor hereby agrees that reimbursement by the Area Program shall depend upon authorization by the DMH/DD/SAS as to eligibility of the individual for continued stay coverage for the period in which the service was delivered.

4.11.3. The Contractor shall provide basic client information as required by the Area Program.

4.11.4. The Contractor hereby agrees that pre-authorization by the Area Program for services will include a designated specific authorization of services and time period for services to be provided to the Enrollee. Additional notification of the Area Program and subsequent approval is necessary for additional services beyond the original authorization of services.

4.11.5 The Contractor hereby agrees to notify the Area Program for re-authorization at the time any Enrollee's primary diagnosis has been changed. Failure to do so will result in denial of payment.

4.12. Rights of Enrollees. The Contractor shall assure that Enrollees are not abused, neglected or exploited while in its care and shall assure compliance with all Area Program and Department of Social Services reporting requirements, other applicable rules and statutes related to clients' rights. The Contractor agrees to report incidents as required by the Area Program's Clients' Rights and Quality Assurance standards, as set forth in Appendix D which is attached hereto and incorporated by reference.

4.13. Access by Area Program. The Contractor agrees to allow designated Area Program staff (appropriately credentialed) to attend any treatment team and discharge planning meetings regarding Enrollees, and to review the Enrollee's records. The Contractor shall provide at least twenty-four (24) hours prior notice to the Area Program of the date, time and place of any treatment team or discharge planning meeting regarding an Enrollee. The Contractor further agrees to respond to requests for records or documentation concerning an Enrollee and grants the Area Program Utilization Review ("UR") personnel permission to perform on-site reviews as a necessary part of managing this service.

4.14. Nonproprietary Information. The Contractor shall not publish or disseminate any advertising or proprietary business material either printed or electronically transmitted (including photographs, films, and public announcements) or any business papers and documents which identify the Area Program or its facilities without the prior written consent of the Area Program. Any documents, reports, or other products, with the exception of any and all proprietary business papers and documents**,** developed in connection with the performance of this Agreement, shall be in the public domain and shall not be copyrighted or marketed for profit by the Contractor, any individual, or other entity.

ARTICLE V

REIMBURSEMENT

5.1. Coordination of Benefits. The Area Program and the Contractor agree that all State and Federal laws pertaining to third party liability for Covered Services provided to Medicaid beneficiaries and the conditions of participation set forth in Appendix A shall govern the terms of this Agreement.

5.1.1 In the event that it is determined that third party payment should have been received and the Area

Program has made payment to the Contractor, the Contractor shall reimburse the Area Program by the amount of such third party payment within 30 days of such notice and shall seek payment from such third party coverage.

5.2. Enrollee Liability Under Spend-Down Requirement. Contractor agrees that in the event an Enrollee has a first party obligation related to Medicaid spend-down requirement, the Enrollee will be billed the appropriate amount, and that this amount billed will be deducted from the invoice to the Area Program.

5.3. Failure to follow correct procedures for authorization and all other utilization management/quality improvement procedures may result in the administrative denial of claims.

ARTICLE VI

TERM AND TERMINATION

6.1. Term. This Agreement is effective as of the ____day of_____, and unless earlier terminated, shall terminate on the 30th day of June, 2001.

6.2. Renewal of Agreement. The parties agree to review the terms of the Agreement at least forty-five (45) calendar days prior to its termination date in order to (1) evaluate how effectively the Contractor has fulfilled its obligations under this Agreement; and (2) to determine if the parties desire to renew the Agreement by mutual written agreement.

6.3. Voluntary Termination. Either party to this Agreement may terminate the Agreement without cause by giving thirty (30) calendar days prior written notice of termination to the other party. This Agreement may be terminated at any time upon the mutual consent of both parties.

6.4. Involuntary Termination. Either party may without prior notice terminate this Agreement for cause based upon a material breach of this Agreement by the other party, loss of licensure or certification, or if a party fails to meet standards established by the state of North Carolina to assure quality of service and protection of patient rights. In addition, the Area Program may terminate this Agreement for cause, upon giving prior written notice to the Contractor, for any of the grounds for termination set forth in Appendix A, Part B, No. 7.

6.5. Effect of Termination. All payments provided herein shall be adjusted so as not to exceed the amount due for authorized services actually rendered prior to the date of termination, prorated to the total services contemplated if the contractual agreement was completed. If advance payments have been made for Covered Services not provided as of the date of termination, the Contractor shall refund all excess funds paid within thirty (30) calendar days. If additional payments are due from the Area Program, said payments shall be made only within thirty (30) calendar days after receipt of final invoice and report.

ARTICLE VII

MISCELLANEOUS

7.1. Governing Laws. The laws of the State of North Carolina shall govern the validity and interpretation of the provisions, terms, and conditions of this Agreement.

7.2. Indemnification. The Contractor agrees to indemnify and hold harmless the Area Program from all liability, loss, damage, claim and expense of any kind, including costs and costs of the defense which result from negligent or willful acts and omissions by the Contractor, and its agents or employees regarding the duties and obligations of the Contractor under this Agreement, including the duty to maintain the legal standard of care applicable to the Contractor . If this contract is terminated, the rights and obligations of the parties regarding indemnification under this agreement shall survive the termination of the contract regarding any liability for acts or omissions which occurred prior to the termination.

7.3. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties and it shall not be altered, amended, or modified except by an agreement in writing, properly executed by the duly authorized officials of both parties.

7.4. Dispute Resolution. The parties shall attempt to resolve any disagreement between them through the Appeals process, which is set forth in the Area Authority Appeals Process of 122C which provides for a contractor to appeal certain disputes with Area Programs.

7.5. Invalid Provisions. If any term, provisions, or condition of this Agreement is found to be illegal, void, or unenforceable by a court of competent jurisdiction, the invalidity of unenforceability of such term or terms shall not affect the validity or enforceability of the remainder of this Agreement.

7.6. Nonwaiver. No covenant, condition, or undertaking contained in this Agreement may be waived except by the written agreement of the Parties. Forbearance or indulgence in any other form by either party in regard to any covenant, condition or undertaking to be kept or performed by the other party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings have been satisfied, the other party shall be entitled to invoke any remedy available under this agreement, despite any such forbearance or indulgence.

7.7. Headings. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. Any appendices, exhibits, schedules referred to herein or attached or to be attached hereto are incorporated herein to the same extent as if set forth in full herein.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed in multiple copies, each of which shall be deemed an original, as the act of said party.

_____

(AREA PROGRAM)	_____(CONTRACTOR)
By: _____	By: _____
Title: _____	Title:_____
By: _____	By: _____
Title:_____	Title:_____

APPENDIX A

TITLE XIX-MEDICAID

A. The Contractor agrees to participate, and with the Area Program agrees to abide by the following terms
and conditions:

1. Comply with federal and state laws, regulations, state reimbursement plan and policies governing the Medicaid Program.

2. Provide services to eligible recipients of the same quality as are provided to paying individuals and without regard to race, color, age, sex, religion, disability, national origin, health status, or need for health services.

3. Accept as payment in full, the amounts paid by the Area Program except for payments from legally liable third parties and authorized cost sharing by recipients.

4. Not charge the patient or any other person for items and services provided by the Area Program and to refund payments made by or on behalf of the patient for any period of time the patient is Medicaid approved, including dates for which the patient is retroactively entitled to Medicaid.

5. Maintain for a period of five (5) years from the date of service, accounting records in accordance with generally accepted accounting principles and Medicaid record keeping requirements and other records as necessary to disclose fully the extent of services provided and billed to the Medicaid program. If contractors is required to submit annual cost reports, then records shall include invoices, checks, ledgers, contracts, personnel records, worksheets, schedules, etc. Such records are subject to audit and review by Federal and State representatives.

6. On request, furnish to the Division of Medical Assistance ("DMA") and its agents, the Health Care Financing Administration ("HCFA"), or the State Medicaid Fraud Control Unit of the Attorney General's Office, any information or records, including records of any outside entities, contractors, or subcontractors, for costs related to services provided to Medicaid patients and billed to the Medicaid Program.

7. Assure that items or services provided under arrangements or contracts with outside entities and professionals meet professional standards and principles and are provided promptly. Such arrangements must include provision for access and audit of records by state and federal representatives as stated in item 6 above as are necessary to establish the amounts actually billed to and collected from the Contractor.

B. Contractor further understands and agrees:

1. Payment of claims from State, Federal and County funds and any false claims, false statements or documents, or misrepresentations or concealment of material fact may be prosecuted by applicable State or Federal law.

2. The Area Program may withhold payment because of irregularity from whatever cause until such irregularity or difference can be resolved or may recover or debit from another payment overpayments or invalid payments due to error of the Contractor or DMA and its agents.

3. If any part of this Agreement is found to be in conflict with any Federal or State laws or regulations having equal weight of law, or if any part is placed in conflict by amendment of such laws, this Agreement is so amended.

4. In the event the Federal or State laws should be amended or judicially interpreted so as to render the fulfillment of this agreement on the part of either party unfeasible or impossible, both the Contractor and DMA shall be discharged from further obligation under the terms of this agreement, except for equitable settlement of the respective debts up to the date of termination.

5. That Federal and State officials and their contractual agents may make certification and compliance surveys, inspections, medical and professional reviews, and audit of costs and data relating to services to Medicaid patients as may be necessary under Federal and State statutes, rules and regulations. Such visits must be allowed at any time during hours of operation, including unannounced visits. All such surveys,

inspections, reviews and audits will be in keeping with both legal and ethical practice governing patient confidentiality.
6. That billings and reports related to services to the Area Program patients and the cost of that care must be submitted in the format and frequency specified by the Area Program.
7. The Area Program may terminate this Agreement upon giving prior written notice or refuse to enter into the Agreement when:

a. The Contractor fails to meet conditions for participation, including failure to meet the terms and conditions stated in the Services Agreement, **or**
b. The Contractor has made false statements or misrepresentations of its services in billing, **or**
c. The Contractor has violated the rules or regulations governing the Medicaid Program, **or**
d. Any person with ownership or control interest in the Contractor agency or an agent or managing employee of the Contractor has been convicted of a criminal offense related to services provided under titles XVIII, XIX, or XX of the Social Security Act, **or**
e. The Contractor fails to provide medically appropriate health care services, **or**
f. The State determines it to be in the best interests of the State and Medicaid recipients to do so.

C C. As a condition of general hospital services, the Contractor certifies that it has complied with the following conditions:
1. Is licensed under the laws of North Carolina or the state in which the hospital is located.
2. Is certified for participation in Medicare.
3. If located outside North Carolina, is enrolled to participate in the Medicaid Program in that state.
4. Meets requirements of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973: the Age Discrimination Act of 1975; and protection of human subjects of research.
5. Meets requirements of 42 CFR Part 455, Subpart B, regarding disclosure of ownership and control interests, business transactions, and notification to the State Survey Agency and DMA of any person with ownership interest or any employee who has been convicted of a criminal offense related to Titles XVIII, XIX, or XX.
6. Meets requirement of Section 4751 of the Omnibus Budget Reconciliation Act of 1990 (Patient Self Determination Act) including: (i) giving patients age 18 and above at the time of admission written information concerning their right to make decisions about their medical care, to complete advance directives for their care, what the hospital's policies are regarding implementation of advance directives and (ii) conducting staff and community education on advance directives.

APPENDIX B

COVERED SERVICE -

Continued Stay Coverage in accordance with Condition (or Criterion) #5 of 10 N.C.A.C. 26B.0113:

This therapeutic residential service is targeted to children under the age of 18 who no longer meet the acute care criteria in 10 N.C.A.C.26B.0113 but require transitional services in order to implement the individual discharge plan.
The purpose of this service is to provide continued treatment that will ensure the safety of the client, maintain the therapeutic gains acquired during the acute inpatient stay, avoid unnecessary decompensation or regression, and work toward a less intensive level of care.

APPENDIX D

REFERENCED IN PARAGRAPH 4.12; MUST BE ATTACHED BY AREA PROGRAM

ADDENDUM

Reimbursement Schedule. The amount of reimbursement for Covered Services rendered per day to be paid to the Contractor is as follows:

Criterion 5 Continued Acute Inpatient Stay in a Psychiatric Facility $_____per diem

Billing. The Area Program will bill for Covered Services through HCFA form 1500.

Notice. Any notice, request, demand, or other communication required or permitted hereunder shall be given in writing by certified mail to the party to be notified. All communications will be deemed given upon delivery or attempted delivery to the address specified herein, as from time to time amended. The addresses for the parties for the purpose of such communication are:

To Area Program:

Tax ID:

Telephone:

Fax:

To Contractor:

_____

_____

_____

Tax ID:

Telephone:

Fax:

Either party may at any time change its address for notification purposes by mailing a notice as required hereinabove stating the change and setting forth the new address. The new address shall be effective on the date specified in such notice, or if no date is specified, on the tenth (10th) day following the date such notice is received.